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creditor; since 1910, they consider the addition of the words "or representative" as a direct legislative sanction of that view. *In re Kyte*, 174 Fed. 867; *In re Cloutier Bros.*, 228 Fed. 569. A third view makes discharge depend on whether the bankrupt makes the commercial agency his agent for circulating the false report. *In re Dresser*, 146 Fed. 383; *In re Pincus*, 147 Fed. 621; *In re Augspurger*, 181 Fed. 174; *In re Foster*, 186 Fed. 254; *Novick v. Reed*, 192 Fed. 20; *In re Haimowich*, 232 Fed. 378; *Haimowich v. Mandel*, 243 Fed. 338. This theory alone can account for the denial of a discharge where the creditor was not, at the time the false statement was made, a subscriber to the commercial agency.

BILLS AND NOTES—ACCEPTANCE BY TELEGRAPH—SUFFICIENCY.—An intending purchaser of a draft drawn upon defendant bank, sent a telegram to the defendant bank asking if it would pay a draft of a certain description to which the defendant replied, also by telegram, "the draft is good." The draft was assigned to the plaintiff who now sues defendant on its alleged acceptance. *Held*, the above answer was not an acceptance nor an agreement to accept. *Colcord v. Banco de Tamaulipas*, (Sup. Ct., 1918), 168 N. Y. S. 710.

The drawee of a bank check cannot be held liable upon a claimed contract of acceptance external to the bill; unless the language used clearly and unequivocally imports an absolute promise to pay. *First Nat. Bank of Atchison v. Commercial Savings Bank*, 74 Kan. 606. It is not disputed that a valid acceptance of commercial paper may be made by telegraph. *Whilden v. Merchants and Planters Nat. Bank*, 64 Ala. 1; *Coffman v. Campbell and Co.*, 87 Ill. 98; *Garrettson v. North Atchison Bank*, 39 Fed. 163. The answer "Yes" to an inquiry whether checks were good, was held not to constitute an acceptance in *Kahn v. Walton*, 46 Ohio St. 195. In case of *Meyers v. The Union Nat. Bank*, 27 Ill. App. 254, in response to an inquiry whether checks would be paid if presented on a certain date, the answer was, "Drafts named are good now." The court held that here was no acceptance and in so deciding placed much emphasis on the use of the word "now." But in *Garrettson v. North Atchison Bank* (*supra*) a telegraphic response "Tate is good. Send on your paper" in answer to telegram asking a bank if it would pay it was held to be an acceptance on the ground that it could not be supposed that the bank intended to return an ambiguous answer for purpose of misleading the party asking the question and held that if the answer were limited to the words, "Tate is good" there would be grounds for holding that the bank intended an affirmative answer to the categorical question. We have then only the *dictum* of the above case to oppose the principal case in its decision, but the reasoning of the Garrettson case appears to be the most logical, since the inquiry was not as to the validity of the draft or as to the sufficiency of the account of the depositor.

CARRIERS—CARRIAGE OF PASSENGERS — INITIAL CARRIER — CONNECTIONS. — The plaintiffs in error, as receivers, through their agent sold decedent, Barber, a two-coupon ticket from Toledo to Piqua, *via* their own lines, and from